



CITY OF CEDARTOWN
AGREEMENT, GENERAL RELEASE
AND ACKNOWLEDGMENT OF RISK

STATE OF GEORGIA
POLK COUNTY.

The undersigned hereby executes this agreement and release, for and in consideration of the right to use and enjoy the property, facilities, and recreational activities associated with the CITY OF CEDARTOWN, its agents, owners, officers, employees, and all other persons or entities acting in any capacity on its behalf, (hereinafter collectively referred to as "City"). The undersigned hereby acknowledges that it intends to use the City's public property and facilities and that the use, enjoyment, and/or participation in recreational activities associated with the City are purely voluntary on the part of the undersigned.

I understand that the use and enjoyment of the City's facilities and any activities which the undersigned may engage in on the premises, may involve both known and unanticipated risks and hazards which could result in physical or emotional injury, damage, paralysis, or death of the undersigned party, and/or third party invitees and/or guests of the undersigned using City facilities. The undersigned hereby acknowledges full awareness of, and appreciates all such risks and hazards and hereby accepts and assumes these risks.

Having acknowledged the foregoing risks and activities, the undersigned hereby expressly agrees to release and discharge the City from any and all legal liability on behalf of the undersigned, their successors, heirs, assigns and personal representatives, except for claims of willful or wanton negligence. The undersigned further voluntarily releases, forever discharges, and agrees to indemnify and hold harmless the City from any and all claims, demands, and/or causes of action, which are in any way connected to the use and enjoyment of the property, facilities, or recreational activities associated with the City, including, but not limited to, any such claims which allege negligent acts or omissions by the City. The undersigned further agrees to provide the City with proof of some form of liability, medical, or event insurance coverage for the use of any City property, facilities, or recreational activities prior to use of same, and shall look solely to this coverage and not any policy insuring the city for any claims for personal injuries, medical expenses, wrongful death, property damage, or other similar claims.

This release and indemnification agreement is in consideration of the right to use and enjoy the property, facilities, and recreational activities associated with the City, is contractual in nature, and is not a mere recital. It may be pled and proved in any court of competent jurisdiction, as a complete, full and final release and satisfaction of any and all claims, demands, and/or causes of action as might be brought against the parties hereby released. In the event that the undersigned attempts to file an action against the City, the undersigned must do so solely in the state of Georgia, and further acknowledges that the substantive law of the state of Georgia and exclusive jurisdiction and venue within the Polk County Superior Court, shall apply to any such action. If any portion of this agreement is found to be void or unenforceable, the remaining portions shall continue in full force and effect.

The undersigned hereby acknowledges that this release and indemnity agreement shall be in full force and effect beginning on _____(date) and shall remain in full force and effect until such time as the undersigned ends all participation on City property. **The undersigned has read or had sufficient opportunity to read this entire document, understands and agrees to be bound by its terms, and signs it freely and voluntarily, without coercion, duress, or any undue influence.**

WHEREFORE, the undersigned, having authority on his or her behalf, or as representative of any person, firm, corporation, partnership, or other entity using the property, has hereunto set the hand and seal of the undersigned, with full authority to execute said document, on this the _____ day of _____, 20____.

UNOFFICIAL WITNESS

Signature of Authorized Representative,
Participant or Parent for a minor

If representing a company, name of company:

Print Name: _____

Address: _____

Phone: _____

If parent or guardian of a child, name of child:

Print Name: _____

Age: _____